



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

PURCHASE CONTRACT

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

Lenie I. Padua
LENIE I. PADUA
Witness - SUPPLIER

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, Fifth (5th) Floor, New World Manila Bay Hotel, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its **Acting Branch Manager, CF-Bacolod, JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "PAGCOR";

-and-

UP-TOWN INDUSTRIAL SALES INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Up-Town Bldg. 56-58 Madison St. 1554 Mandaluyong City, , represented in this act by its **Manager, DAISY M. VILLAFUERTE**, duly authorized for this purpose by a Secretary's Certificate dated October 30, 2020, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Daisy M. Villafuerte
DAISY M. VILLAFUERTE
SUPPLIER

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Supply and Delivery of Materials for the Repair and Maintenance LHI (Bldg.) under ITB No. PB20-10-007BAC;

WHEREAS, PAGCOR conducted a public bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on October 7, 2020 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the single calculated responsive bid for the Project;

WHEREAS, PAGCOR has accepted the bid of the **SUPPLIER**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** hereby enter into this Purchase Contract under the following terms, conditions and specifications:

TERMS AND CONDITIONS

Jose Marciano C. Bautista
Witness - PAGCOR

Jose Marciano C. Bautista
JOSE MARCIANO C. BAUTISTA
A/BM, CF-Bacolod

The rights and obligations of the parties are set forth as follows:

1. The **SUPPLIER** shall undertake the Supply and Delivery of Materials for the Repair and Maintenance LHI (Bldg.) under ITB No. PB20-10-007BAC with the following technical specifications:

ITEM No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	BRAND OFFER
1.	ADHESIVE, TILE, HEAVY DUTY, 25KG/BAG	10	Bag	297.60	2,976.00	ABC
2.	ADHESIVE, RUBBER CONTACT CEMENT 3.785 LTRS/CAN	8	Can	618.00	4,944.00	DO-ALL
3.	GLUE, STICK, 1/2"	200	Pc	10.00	2,000.00	GENERIC
4.	SEALANT, SILICONE, CLEAR, 300 ML /PC	10	Pc	134.00	1,340.00	PROSSIL
5.	SOLVENT, 400CC/CAN	10	Pc	186.00	1,860.00	NELTEX
6.	LUMBER, S4S, KD, 2" X 4" X 10FT.	10	Pc	607.00	6,070.00	GENERIC
7.	PLYWOOD, 4' X 8' X 1/4" THK, Marine	10	Pc	493.50	4,935.00	GENERIC
8.	PLYWOOD, 4' X 8' X 3/4" THK, MARINE	10	Pc	1,441.00	14,410.00	GENERIC
9.	SUPER ELASTOMERIC SEALANT (4L/CAN)	4	Gal	1,764.50	7,058.00	VULCASEAL
10.	WIRE, GI, #16	10	Kilo	56.00	560.00	GENERIC
11.	BAR, ANGULAR, 1/4 THICK X 1 1/2" X 6MTRS	5	Pc	837.50	4,187.50	GENERIC
12.	METAL STUD, 3", G. 24	30	Pc	107.30	3,219.00	GENERIC
13.	METAL FURRING, 2" G. 24	30	Pc	118.50	3,555.00	GENERIC
14.	CLOSER, DOOR, HEAVY DUTY, L = 4inch.	5	Pc	906.90	4,534.50	YALE
15.	GUN TACKER 21-8MM	3	Pc	1,475.00	4,426.50	ARROW
16.	KNOB(DOOR KNOB, CYLINDRICAL, SILVER)	10	Pc	560.00	5,600.00	YALE
17.	LAMINATE, FORMICA 4' X 8' (cherry)	15	Sht	1,152.00	17,280.00	GENERIC
18.	LOCK, DEADBOLT DOUBLE CYLINDER	10	Set	747.70	7,477.00	YALE
19.	LOCK, DRAWER(BRASS), 3/4"	10	Pc	202.60	2,026.00	GENERIC
20.	PLASTIC, ACRYLIC, CLEAR, 1/4" X 4' X 8'	10	Pc	7,627.00	76,270.00	YALE
21.	FINISHING NAIL, 1 1/2 "	5	Kilo	55.00	275.00	GENERIC
22.	FINISHING NAIL, 2"	5	Kilo	51.80	259.00	GENERIC
23.	FINISHING NAIL, 2 1/2 "	5	Kilo	51.80	259.00	GENERIC
24.	BLADE, JIGSAW TYPE, #10 (PLYWOOD)	20	Pc	62.50	1,250.00	BAHCO
25.	BLADE, HACKSAW, 24tpi	10	Pc	34.00	340.00	BOSUN
26.	BLADE, CIRCULAR SAW, 16" (DIAMOND)	2	Pc	1,668.45	3,336.90	BOSUN
27.	BLADE, CIRCULAR SAW, 40 teeth, 9 in. diam.	2	Pc	524.50	1,049.00	GENERIC
28.	Water flow faucet, granite counter top, stainless, medium size, cold water only, WITH SENSOR, 220V AC INPUT.	2	Pc	8,512.50	17,025.00	POZZI
29.	PIPE, BI, 1 " DIAM. 6 MTRS. SCH.40	10	Pc	1,212.60	12,126.00	GENERIC
30.	PIPE, BI, 3/4" DIAM. 6 MTRS, SCH 40	10	Pc	785.80	7,858.00	GENERIC
31.	BAR, ANGULAR, 1" X 1/8" THK, 6 MTRS, S/S	2	Pc	1,021.50	2,043.00	GENERIC

Lenie I. Padua
 Witness - SUPPLIER

Daisy M. Villaluz
 SUPPLIER

[Signature]
 Witness - PAGCOR

Jose Marciano C. Bautista
 CF-Bacolod

Spencer
 LEXIE J. PARRA
 Witness - SUPPLIER

[Signature]
 DANNY M. VILLAFORTE
 SUPPLIER

[Signature]
 Witness - PAGCOR

[Signature]
 JOSE MARCIANO C. BAUTISTA
 A/BM, CF-Bacolod

32.	HINGE, PIANO, 3/4 " WITH SCREW	10	Pc	351.85	3,518.50	GENERIC
33.	HINGE, LOOSE PIN, 3" X 4"	10	Pair	73.80	738.00	GENERIC
34.	WHEEL, CUTTING, DIAMOND DISC, 4"	12	Pc	236.00	2,832.00	DAX
35.	WHEEL, CUTTING, SIZE 16"	2	Pc	222.50	445.00	TAILIN
36.	WHEEL, DISC GRINDING, 1/4" X 4"	12	Pc	22.25	267.00	TAILIN
37.	WHEEL, CUTTING, SIZE 4", SUPER THIN	12	Pc	22.25	267.00	TAILIN
38.	ROD, WELDING, S/S, 1/16"	10	Kilo	522.10	5,221.00	NIHONWELD
39.	ROD, WELDING, ORDINARY, 3/32	20	Kilo	136.20	2,724.00	NIHONWELD
40.	BULB, T5, 28W, BLUE, 2240 lumens output, 1200mm WITH BALLAST	30	Set	334.55	10,036.50	DELTA
41.	BULB, T5, 28W, WW, 2240 LUMENS OUTPUT, 1200MM, WITH BALLAST	30	Set	431.30	12,939.00	PHILIPS
42.	PLASTIC CABLE TRAY, 2 INCH	10	Lght	296.25	2,962.50	GENERIC
43.	PLASTIC, CABLE TRAY, 1 INCH	20	Lght	152.00	3,040.00	GENERIC
44.	CASING, SILVER/GOLD FLUSH MOUNTED FOR MR16 AND GU 10 BULBS, eye ball	20	Pc	306.45	6,129.00	GENERIC
45.	BULB, LED, 5 -6 WATTS, 220 - 240 V, GU10, WW	50	Pc	185.80	9,290.00	OMNI
46.	SOCKET HOLDER, GU10, HEAVY DUTY	50	Pc	40.85	2,042.50	OMNI
47.	SWITCH, 2GANG, WIDE SERIES, WITH PLATE, HEAVY DUTY, FLUSH MOUNTED	15	Set	116.85	1,752.75	OMNI
48.	SWITCH, SINGLE, WIDE SERIES, WITH PLATE, HEAVY DUTY, FLUSH MOUNTED	15	Set	70.25	1,053.75	OMNI
49.	OUTLET, 2GANG, UNIVERSAL, SURFACE MOUNTED, 3 PRONG	50	Set	76.40	3,820.00	PHILIPS
50.	BULB, LED, COOL DAYLIGHT, E27, 220-230V, 13W, 1450 LUMENS	100	Pc	176.20	17,620.00	PHILIPS
51.	BULB, LED, 13W, WW, E27, 220-230V, 1450 LUMENS	100	Pc	176.20	17,620.00	PHILIPS
52.	LED BULB, DOWN LIGHT, RECESSED TYPE, 5" DIAM, 13 WATTS, WW, 220-230V	50	Pc	394.50	19,725.00	OMNI
53.	SWITCH BOX, SURFACE TYPE, PLASTIC	50	Pc	33.50	1,675.00	PHILFLEX
54.	WIRE, TELEPHONE, 22AWG/4, JACKETED	3	Pc	2,288.20	6,864.60	GENERIC
55.	CIRCUIT BREAKER, 3 PHASE, BOLT ON, MDL. LV432895, COMPACT NSX, 3P3T MICROLOGIC 2.3 630A, NSX630H	1	Pc	41,370.00	41,370.00	SCHNEIDER
56.	CIRCUIT BREAKER, 60A, 3PHASE, BOLT ON, NEMA 3R, WITH ENCLOSURE	2	Pc	2,402.80	4,805.60	GE
57.	FLAT CORD COPPER WIRE, 2WIRE, # 16/2	2	Roll	2,770.85	5,541.70	PHILFLEX
58.	RUBBER MALE PLUG, HEAVY DUTY, 3 PRONG	50	Pc	42.35	2,117.50	OMNI
59.	EXHUAST FAN, 220 V, 50W, 39.5 x 14 x 40.2 (cm), WALL MOUNTED,	5	Pc	1,106.45	5,532.25	OMNI
60.	EMERGENCY LIGHT, WALL MOUNTED, TWEN SPOT, LED, RECHARGEABLE	10	Pc	2,127.90	21,279.00	OMNI
61.	FLOURESCENT HOLDER, 40 WATTS, 220-230V, WITH BALLAST AND STARTER	20	Set	351.90	7,038.00	DELTA
62.	EXHUAST FAN, 220 V, 50W, 39.5 x 14 x	5	Pc	1,106.40	5,532.00	OMNI

Lenie I. Padua
 WITNESS - SUPPLIER

Daisy M. Vela-Fuerte
 SUPPLIER

[Signature]
 WITNESS - PAGCOR

[Signature]
 JOSE MARCIANO C. BAUTISTA
 A/BM, CF-Bacolod

	40.2 (cm), CEILING MOUNTED,					
63.	OUTLET, 2 GANG, WIDE SERIES, 3 PRONG, UNIVERSAL, FLUSH TYPE, HEAVY DUTY, WITH PLATE	10	Set	142.60	1,426.00	OMNI
64.	OUTLET, AIRCON, 3 PRONG, HEAVY DUTY, WITH PLATE, FLUSH TYPE	10	Set	156.10	1,561.00	OMNI
65.	TAPE, ELECTRICAL, TEMFLEX(BIG)	100	Roll	29.00	2,900.00	ARMAK
66.	TAPE, ELECTRICAL, RUBBER	50	Roll	107.85	5,392.50	NITTO
67.	BRUSH, PAINT, 1"	10	Pc	6.00	60.00	GLOBE
68.	BRUSH, PAINT, 2"	10	Pc	11.00	110.00	GLOBE
69.	PAINT ROLLER, 7 INCH, CLOTH	10	Pc	56.75	567.50	GENERIC
70.	PAINT ROLLER, 4 INCH, CLOTH	10	Pc	20.50	205.00	HI-TECH
71.	BRUSH, PAINT, 4"	10	Pc	41.20	412.00	GLOBE
72.	PAINT, ACRICOLOR, HANZA YELLOW	15	Qrt	147.50	2,212.50	BOYSEN
73.	PAINT, ACRICOLOR, LAMP BLACK	15	Qrt	88.50	1,327.50	BOYSEN
74.	PAINT, ACRICOLOR, RAW SIENNA	15	Qrt	108.00	1,620.00	BOYSEN
75.	PAINT, ACRICOLOR, THALO BLUE	15	Qrt	108.00	1,620.00	BOYSEN
76.	PAINT, ACRICOLOR, THALO GREEN	15	Qrt	108.00	1,620.00	BOYSEN
77.	PAINT, ACRICOLOR, TOLUIDINE RED	15	Qrt	113.25	1,698.75	BOYSEN
78.	PAINT, ACRICOLOR, VENETIAN RED	15	Qrt	108.75	1,631.25	BOYSEN
79.	PAINT, AUTO LACQUER, CHOCO BROWN	5	Gal	1,100.00	5,500.00	BOYSEN
80.	PAINT, AUTOMOTIVE PRIMER SURFACER WHITE	5	Gal	766.00	3,830.00	SPHERO
81.	PAINT, METAL PRIMER, GRAY	5	Gal	658.25	3,291.25	BOYSEN
82.	PAINT, AUTO LACQUER, INT. RED	5	Gal	1,199.20	5,996.00	SPHERO
83.	PAINT, FLAT LATEX, WHITE	6	Pail	2,067.90	12,407.40	BOYSEN
84.	PAINT, LATEX SEMI GLOSS, WHITE	6	Pail	2,444.75	14,668.50	BOYSEN
85.	PUTTY, LACQUER	6	Gal	661.70	3,970.20	BOYSEN
86.	THINNER, LACQUER	6	Gal	429.00	2,574.00	BOYSEN
87.	PATCHING COMPOUND	25	Kilo	22.70	567.50	GENERIC
88.	PAINT, AUTOMOTIVE LACQUER, JET	6	Gal	807.30	4,843.80	SPHERO
89.	PAINT, ELASTOMERIC BLACK,	10	Gal	607.20	6,072.00	SUN & RAIN
90.	PAINT, WATER BASE, QUICK DRY ENAMEL, WHITE	6	Gal	645.80	3,874.80	BOYSEN
91.	PAINT, WATER BASE, QUICK DRY ENAMEL, BROWN	6	Gal	456.20	2,737.20	BOYSEN
92.	BODY FILLER WITH HARDENER	4	Gal	627.50	2,510.00	POLITUFF
93.	CATHAY RED, ELASTOMERIC PAINT	10	Gal	851.25	8,512.50	SUN & RAIN
94.	AZURE BLUE, ELASTOMERIC PAINT, ODOURLESS, 100% ACRYLIC	10	Gal	635.60	6,356.00	SUN & RAIN
95.	SANDPAPER, #100	100	Ft	147.50	14,750.00	GENERIC
96.	CONCRETE PUTTY	5	Gal	289.45	1,447.25	BOYSEN
97.	SANDPAPER #120	100	Pc	11.35	1,135.00	GENERIC
98.	VARNISH, SANDING SEALER	4	Gal	586.00	2,344.00	BOYSEN

2. The total contract price shall be in the amount of **Five Hundred Seventy-Eight Thousand Ninety-Nine Pesos & 95/100 (PhP 578,099.95)**, VAT Exclusive, Zero-rated transaction.

PAGCOR and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The **SUPPLIER** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

Lenie I. Pasion
LENIE I. PASION
Witness - SUPPLIER

Daisy M. Yllana
DAISY M. YLLANA
SUPPLIER

[Signature]
Witness - PAGCOR

[Signature]
JOSE MARCIANO C. BAUTISTA
ABM, CF-Bacolod

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.

- The **SUPPLIER** shall complete the supply and delivery of said item/s on a staggered basis every month or as requested by the end-user starting within Seven (7) days from the date of receipt of the Notice to Proceed based on the Annex of the Schedule of Requirements. The **SUPPLIER** shall deliver at the Casino Filipino – Bacolod, 14th Lacson Street, Bacolod City.
- PAGCOR** shall pay the total amount of **Five Hundred Seventy-Eight Thousand Ninety-Nine Pesos & 95/100 (Php 578,099.95)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:

99% of the costs of the items delivered subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.	99% equivalent of the costs of the items delivered (Php 572,318.95)
1% Retention of the items delivered to be paid after three (3) months (for expendable supplies) from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).	1% equivalent of the costs of the items delivered (Php 5,781.00)

- The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR** shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case the **SUPPLIER** still fails to deliver the item after the lapse of Seven (7) days from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

- In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
- In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the

parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.


LENIE J. PAGAN
Witness - SUPPLIER

8. No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver shall be in writing and signed by the party affected.
9. The rights or obligations under this Contract are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of the other party.
10. This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.


11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

12. The relationship between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

14. The **SUPPLIER** hereby further warrants and represents that:

- a. The goods and specifications shall be described in no. 1 of this Contract.
- b. It has good title to the goods described in the Bidding Documents, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.


DAISY M. VILAFUERTE
SUPPLIER


Witness - PAGCOR


JOSE MARCIANO C. BAUTISTA
AEM, CF-Bacolod